

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

AMERICAN EQUIPMENT LEASING
a division of EAB LEASING CORP.,
Plaintiff

vs.

SALEEM SIDDIQI aka SALEEM R. SIDDLEL, indiv.,
RAMALINGA PRASAD ADUSUMALLI aka
RAMALINA P. ADUSOMACCI, individually
PRASAD NANNAPANENI, individually, and
SRINIVAS NANNAPANENI aka
SRINIVAS RAO NANNAPANENI aka
SRINIVAS NANNAPANENI, individually,
Defendants

Civil Action

No. 02-cv-2758

MOTION OF PLAINTIFF TO REOPEN CASE FOR THE ENTRY OF FINAL JUDGMENT

Plaintiff, by its undersigned counsel, hereby files this motion to reopen this matter pursuant to the Court's Order of January 14, 2003 and the Stipulation filed on December 9, 2002 for the purpose of entering judgment against the defendants, Prasad Nannapaneni and Srinivas Nannapaneni (the "Nannapanenis"), and in support thereof, avers the following:

1. On or about November 4, 2002, the Nannapanenis and Saleem Siddiqi (the "Stipulating Defendants") signed a Stipulation which served as a resolution of the issues contained in the complaint.

2. On or about January 14, 2003, the Court entered an Order dismissing this case with prejudice subject to plaintiff's right to reopen the case for the purpose of entering judgment against the Stipulating defendants pursuant to the terms of the Stipulation. A true and

correct copy of the Stipulation and Order are attached hereto and made a part hereof as Exhibit A.

3. The Stipulating Defendants defaulted under the terms of the Stipulation in that the total Obligation was not paid by January 31, 2003 and thereafter, the Stipulating Defendants failed to make the first payment of \$1,000.00 January 31, 2003 or any payment subsequently due thereunder as provided under paragraph 1 of the Stipulation.

4. Defendant, Saleem Siddiqi filed a Voluntary Petition under Chapter 7 of the United States Bankruptcy Code on May 3, 2003, and plaintiff is subject to the automatic stay provisions of the United States Bankruptcy Code.

5. The Nannapanenis were provided with written notice of default and given ten (10) days to cure the default, as required by paragraph 7 of the Stipulation.

6. The Nannapanenis failed to cure the default.

7. The balance due under the Stipulation at this time is \$35,276.96.

WHEREFORE, plaintiff demands that this matter be reopened and that judgment be entered in favor of the plaintiff and against the defendants, Prasad Nannapaneni **AND** Srinivas Nannapaneni, individually, jointly and severally, in the amount of \$35,276.96, together with interest from the date of judgment and costs of suit.

BARBARA LANZA FARLEY,
A PROFESSIONAL CORPORATION

BY:

Barbara L. Farley, Esquire
Attorney for the plaintiff
Attorney I.D. No. 18845
325 Chestnut Street, Suite 915
Philadelphia, Pennsylvania 19106
(215) 923-9696
(215) 923-1454 (fax)

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the attached Notice of Motion, Affidavit of Default, Affidavit of Attorney and proposed Order has been mailed by first class mail, postage prepaid, to the following persons:

Prasad Nannapaneni
5230 Franklin Road
Bloomfield, Michigan 48302

Srinivas Nannapaneni
5230 Franklin Road
Bloomfield, Michigan 48302

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: July 23, 2003

Barbara L. Farley, Esquire

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ORDER

AND NOW, this ____ day of _____, 2003, upon consideration of the motion of the plaintiff to reopen this matter for the sole purpose of entering judgment against the defendants in accordance with the terms of this Court's Order of January 14, 2003 and Stipulation entered into between the parties, it is hereby ORDERED and DECREED that the motion is GRANTED.

FURTHER ORDERED that final judgment be and hereby is entered in favor of the plaintiff and against the defendants, Prasad Nannapaneni AND Srinivas Nannapaneni, individually, jointly and severally, in the sum of \$35,276.96, together with interest from the date of judgment and costs of suit.

BY THE COURT:

PETRESE B. TUCKER, U.S.D.J.

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AFFIDAVIT OF ATTORNEY

STATE OF NEW JERSEY:
COUNTY OF CAMDEN : ss.

BARBARA L. FARLEY, ESQUIRE, of full age, being duly sworn according to law, upon her oath, deposes and says.

1. I am the attorney for the plaintiff in the above-captioned matter.
2. On May 30, 2003, I mailed to the defendants, Prasad Nannapaneni and Srinivas Nannapaneni a letter advising the defendants of their default under the terms of the Stipulation entered into between the parties and signed on November 2, 2003. A true and correct copy of said letter, mailed to the defendants at the address stated in the Stipulation, is attached hereto and made a part hereof.
3. I am making this Affidavit in Support of the motion of the plaintiff to reopen this matter for the sole purpose of entering judgment against the defendants in accordance with the

terms of this Court's Order of September 25, 2002 and the Stipulation entered into between the parties.

Barbara L. Farley, Esquire

Sworn and subscribed to before me
this ____ day of July, 2003.

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AFFIDAVIT OF DEFAULT

STATE OF TEXAS:
COUNTY OF DALLAS: ss.

KELLEY GALLEMORE, of full age, being duly sworn according to law, upon his/her oath, deposes and says:

1. I am Senior Litigation Specialist of Citicapital Technology Finance, Inc., f/k/a EAB Leasing Corp. and as such, have knowledge relevant in this matter.

2. I am competent to testify regarding the matters stated in this Affidavit and make this affidavit based upon my own personal knowledge and after full and complete review of the business records maintained by plaintiff which are in my care, custody and control and which are maintained in the regular course of plaintiff's business.

3. The defendants, Prasad Nannapaneni and Srinivas Nannapaneni are in default under the terms of the Stipulation entered into between the parties in that the payments due January 31, 2003 and all payments due thereunder have not been made.

4. The balance due as of this date is as follows:

Remaining principal balance under paragraph 6 of Stipulation	\$34,200.22
Accrued interest at 7% per annum to July 10, 2003	\$1,076.74
TOTAL AMOUNT DUE	\$35,276.96

6. I am making this Affidavit in support of the motion of the plaintiff to reopen this matter for the sole purpose of entering judgment against the defendants, Prasad Nannapaneni AND Srinivas Nannapaneni in accordance with this Court's Order of January 14, 2003 and the terms of the Stipulation entered into between the parties.

KELLEY G. GALLEMORE

Sworn and subscribed to before me
this 9th day of July, 2003.
